

RFQ No. DACA67-03-Q-0095



**US Army Corps
of Engineers®**
Seattle District

Project: Laboratory Services for Lower Puyallup

Location: Tacoma, WA

Closing Date: 24 July 2003

Closing Time: 5:00 PM PST

**REMARKS: Fax quotes to (206) 764-6817, ATTN: Scott Britt, or mail to US Army
of Engineers, Seattle District, ATTN: Scott Britt, P.O. Box 3755, Seattle, WA
98124-3755**

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LABORATORY SERVICES FOR LOWER PUYALLUP FFP PROVIDE ALL SUPPLIES, LABOR, AND SERVICES TO PERFORM ENVIRONMENTAL SAMPLE ANALYSIS IN SUPPORT OF LOWER PUYALLUP RIVER SECTION 1135 PROJECT, TACOMA, WA IN ACCORDANCE WITH THE STATEMENT OF WORK DATED 17 JUNE 2003. NOTE: QUANTITIES ARE APPROXIMATE	1	Lump Sum		
	PAHs and PCP by USEPA Method 8270C, Water				
	Qty - 8 EA		unit price \$		
	PAHs and PCP by USEPA Method 8270C, Soil				
	Qty - 33 EA		unit price \$		
	PAHs and PCP by USEPA Method 8270C, Sediment				
	Qty - 7 EA		unit price \$		
	VOC by Method 8260B with SIM, Water				
	Qty - 10 EA		unit price \$		
	VOC Method 8260B, Soil				
	Qty - 32 EA		unit price \$		
	VOC Method 8260B, Sediment				
	Qty - 4 EA		unit price \$		
	Metals by Method 6020, Hg by 7470/71, Water				
	Qty - 7 EA		unit price \$		
	Metals by Method 6020, Hg by 7470/71, Soil				
	Qty - 33 EA		unit price \$		
	Metals by Method 6020, Hg by 7470/71, Sediment				
	Qty - 7 EA		unit price \$		
	NWTPH-Dx, Water				
	Qty - 7 EA		unit price \$		
	NWTPH-Dx, Soil				
	Qty - 32 EA		unit price \$		
	NWTPH-Dx, Sediment				
	Qty - 7 EA		unit price \$		
	NWTPH-Gx, Water				
	Qty - 7 EA		unit price \$		
	NWTPH-Gx, Soil				
	Qty - 32 EA		unit price \$		
	NWTPH-Gx, Sediment				
	Qty - 7 EA		unit price \$		

PCBs by Method 8082 (Low Level with Large Volume Injector), Water

Qty - 7 EA unit price \$_____

PCB Method 8082, Sediment

Qty - 7 EA unit price \$_____

PCB Method 8082, Soil

Qty - 10 EA unit price \$_____

TOC Method 9060, Soil

Qty - 32 EA unit price \$_____

TOC Method 9060, Sediment

Qty - 7 EA unit price \$_____

PURCHASE REQUEST NUMBER: W68MD9-3174-5869

NET AMT

FOB: Destination

NOTES

This project is 100% set aside for small business concerns.

1. Submit quotes to Scott W. Britt via fax – (206) 764-6817, or email: scott.w.britt@usace.army.mil.
2. Marking of Quote:
 - a. Quotes shall be plainly marked as follows:

QUOTE FOR: LABORATORY SERVICES FOR LOWER PUYALLUP
 TACOMA, WA

Request for Quote No. DACW67-03-Q-0095

CLOSING DATE AND TIME: 24 JULY 2003, 5:00 PM Local Time

AMENDMENTS NUMBERED _____ HAVE BEEN RECEIVED

3. **PROSPECTIVE OFFERORS:** The Director of Defense Procurement has issued a final rule amending the Defense Federal Acquisition Regulations Supplement (DFARS) to require contractors to be registered in the DOD Central Contractor Registration (CCR) for awards resulting from solicitations issued after May 31, 1998.

This rule more efficiently implements the Debt Collection Improvement Act of 1996, as it requires contractors to be registered in CCR for consideration of future solicitations, awards, and payment. Registration is required prior to award of any contract, basic agreement, basic ordering agreement, or blanket purchase agreement from a

solicitation issued after May 31, 1998. **LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.**

The web site may be accessed at <http://ccr2000.com>. You may call 1-888-227-2423 to obtain a Registration Packet or to register On Line at www.acq.osd.mil/ec.

4. Award will be made to the responsive responsible offer with the lowest total price.
5. ELECTRONIC FUNDS TRANSFER (EFT): Effective 99 Jun 01, the Government will make all payments by EFT (unless the Government VISA credit card is accepted). The only exceptions are: 1) Foreign Vendors; 2) Government Agencies, and 3) One time payments. The EFT forms and instructions are on the USACE Finance Center (UFC) Web Page; www.fc.usace.army.mil The UFC points of contact for this action are Ms. Nita Clower, 901/874-8542 and Mr. Michael Rye, 901/874-8543.
6. Please provide the following information:

Federal Taxpayer's ID Number:_____

DUNS Number:_____

Remit to Address:

Company Name:_____

Address:_____

City/State/Zip:_____

STATEMENT OF WORK

SCOPE OF WORK For Environmental Sample Analysis in Support of Lower Puyallup River Section 1135 Project Tacoma, Washington

17 June 2003

1.0 INTRODUCTION

This scope of work is for analytical services support for the U.S. Army Corps of Engineers Seattle District (NWS) for the chemical analysis of soil, sediment and ground water samples to support the HTRW preliminary assessment conducted for the Feasibility Study of the Lower Puyallup River Section 1135 project. The analytical service will be in conjunction with soil and groundwater sampling by the Seattle District's Technical Services Branch. Results of the preliminary assessment will be HTRW documentation supporting either a Finding of No Significant Impact (FONSI), or a determination of impact and evaluation of the impact.

1.1 Site Location and History/Current Site Use

The project site currently is a federally constructed and maintained levee system along the right bank of the Puyallup River, located immediately upstream from Commencement Bay, located in Tacoma, Washington. The levee system runs adjacent to and down both sides of the Puyallup River from the mouth about 2.2 miles. As a result the river has been straightened and the levees have prevented over bank flow to the neighboring floodplain. In addition, the levee system has cut off several hundred acres of historic tidal marshes. The Corps owns the project site, a 7-acre parcel on which the levee is situated. The objective of the project is to restore important intertidal estuarine habitat in the lower portion of the Puyallup River. This project could restore about seven acres of emergent estuarine marsh and will have immediate and long-term benefits for salmon.

There is no evidence of existing analytical data from the project site. There are a number of properties adjacent to and within 1 mile of the site, that are hazardous waste handlers/generators, have confirmed contaminants, or have had underground storage tanks (USTs), which have been listed on EPA and Ecology databases.

2.0 TASKS

The following samples will be collected and shipped or hand delivered to the laboratory by USACE: 12 water samples, 7 sediment samples, and 31 soil samples with a contingency of 3 additional soil samples, for a maximum of 53 samples. The samples sent to the laboratory will be analyzed according to Table 2. Project measurement quality objectives are presented in Table 3. The laboratory is responsible for providing all appropriate containers and preservatives required by specific matrix and contaminant type, except for Encore samplers for VOC analysis.

2.1 Performance Requirements and Analytical Services

For the purposes of this SOW, chemical data quality management focuses on the laboratory's qualifications and performance as described below.

2.1.1 Laboratory Qualifications and Method Performance

In order to assure that the data produced are of known quality and satisfy project-specific needs, the following requirements shall apply:

2.1.1.1 Certification/Validation

All project samples shall be analyzed by a USACE approved laboratory. The laboratory must have USACE validation or NELAP certification for each analytical method and environmental matrix prior to performing work on this project. USACE validation must remain current for the duration of the contract for all analyses performed. Laboratory certification and validation documentation shall be submitted to the Corps along with the most current MDL Studies as part of their bid. The laboratory shall not subcontract analyses without approval from the USACE project chemist and PM.

2.1.1.2 Method Performance

All analyses shall be performed in compliance with the [USACE Shell for Analytical Chemistry Requirements](#). Any deviation from the Shell must first be approved by the USACE PM and the project Chemist. The laboratory shall provide documentation of nonconformances and actions taken to correct deficiencies.

Samples shall be analyzed for polycyclic aromatic hydrocarbons (PAHs) and pentachlorophenol (PCP) by Method 8270C, Priority Pollutant metals by Method 6020 for total and dissolved metals, mercury by Method 7470/7471, volatile organic carbons (VOCs) by Method 8260B, diesel range petroleum hydrocarbons by Method NWTPH-Dx, and gasoline range petroleum hydrocarbons by method NWTPH-Gx, polychlorinated biphenyls (PCBs) as aroclors by Method 8082, and total organic carbon (TOC) by Method 9060 as described in Table 2. Method performance and corrective action criteria are specified in Appendix I of [EM 200-1-3](#) (USACE Shell). The following minimum list of analytes and reporting limits are required:

Table 1. Analyte Reporting Limits

Analysis	Analyte	Method Reporting Limit (MRL)	
		Water (ug/L)	Soil (mg/kg)
Method 8270C	PCP	0.005	1.8
	LPAHs		1.85
	Acenaphthene	480	0.08
	Acenaphthylene		0.33
	Naphthalene	80	0.495
	Fluorene	320	0.115
	Phenanthrene		0.5
	Anthracene	1200	1.1
	HPAHs		4.8
	Fluoranthene	150	0.8
	Pyrene	240	5
	Benzo(a)anthracene	0.0014	0.05
	Chrysene	0.0014	0.05

Analysis	Analyte	Method Reporting Limit (MRL)	
		Water (ug/L)	Soil (mg/kg)
	Benzo(b)fluoranthene	0.0014	0.05
	Benzo(k)fluoranthene	0.0014	0.05
	Total Benzofluoranthenes		1.15
	Benzo(a)pyrene	0.0014	0.05
	Indeno(1,2,3-cd)pyrene	0.0014	0.05
	Benzo(g,h,i)perylene		0.155
	Dibenzo(a,h)anthracene	0.0014	0.05
Priority Pollutant Metals by Method 220.8/6020, total and dissolved metals by ICP-MS	Silver	0.95	3.05
	Arsenic (inorganic)	0.009	0.3335
	Dissolved Arsenic	18	
	Arsenic, total	0.025	
	Arsenic	0.2915	
	Barium	280	2800
	Cadmium	0.155	1
	Chromium (Hexavalent)	5	9.5
	Chromium, total	25	
	lead	0.925	125
	Selenium	2.5	200
Method 7471/7470	Mercury	0.006	0.205
	Mercury (inorganic)		1
VOCs by Method 8260B	Acetone	400	4000
	Benzene	0.3975	0.015
	Bromodichloromethane	0.15	8.05
	Bromoform	2.15	63.5
	Bromomethane	5.5	56
	Carbon Disulfide	400	4000
	Carbon tetrachloride	0.125	3.845
	Chlorobenzene	80	800
	Chloroform	2.85	82
	Chloromethane	1.685	38.45
	1,2-Dibromo-3-chloropropane	0.01565	0.357
	Dibromochloromethane		5.95
	1,2-Dibromoethane	0.0005	
	1,2-Dichlorobenzene	360	0.0115
	1,4-Dichlorobenzene	0.91	0.0155
	Dichlorodifluoromethane	800	8000
	1,1-Dichloroethane	0.5	4000
	1,2-Dichloroethane	0.19	5.5
	cis-1,2-Dichloroethene	40	400
	trans-1,2-Dichloroethene	80	800
	1,2-Dichloropropane	0.3	7.35
	cis-1,3-Dichloropropene	5	

Analysis	Analyte	Method Reporting Limit (MRL)	
		Water (ug/L)	Soil (mg/kg)
	trans-1,3-Dichloropropene		
	Ethylbenzene	350	3
	Hexachlorobutadiene	0.22	0.0195
	Methylene chloride	2.35	0.01
	Napthalene	80	800
	Styrene	0.73	16.65
	1,1,1,2-Tetrachloroethane	0.84	19.25
	1,1,2,2-Tetrachloroethane	0.085	2.5
VOCs by Method 8260B	Tetrachloroethene	0.4	0.025
	Toluene	500	3.5
	1,2,4-Trichlorobenzene	40	0.00405
	1,1,1-Trichloroethane	100	1
	1,1,2-Trichloroethane	0.3	8.75
	Trichloroethene	1.35	0.015
	Trichlorofluoromethane	1200	12000
	1,2,3-Trichloropropane	0.003125	0.0715
	Vinyl chloride	0.01	0.3335
	m,p-Xylene	8000	80000
	o-Xylene	8000	80000
	Xylenes	500	4.5
NWTPH - Dx	TPH-Diesel		
		250	1000
NWTPH - GX	TPH-Gasoline		
		400	15
PCBs as Aroclors by Method 8082	Aroclor 1016	0.56	2.8
	Aroclor 1254	0.08	0.8
	Total PCBs		0.06
	PCB Mixtures	0.05	0.5
	PCBs	0.000085	

2.2.5.4 Data Deliverables

Data shall be a fully validatable data package as described in Attachment 1. Hardcopy data with original laboratory signatures shall be delivered to the USACE PM. Electronic data deliverables (EDDs) shall also be produced by the laboratory, and shall be submitted to the USACE Project Manager. The EDDs shall be presented via Microsoft® Word 2000 and Microsoft® Excel 2000 on a CD-ROM. Use of electronic data deliverables will promote objectivity, substantially reduce costs, and facilitate data exchange. This will also allow data validators to focus and spend more time on inspection of raw data.

Data (electronic and hard copy) shall be delivered to the Corps within 30 days from sample receipt.

3.0 Contractor Services

Except for Encore VOC samplers, the Contractor shall furnish all services, labor, materials, supplies and equipment required to conduct the tasks necessary for the completion of the work under this SOW.

4.0 Extra Services

The Contractor is instructed not to perform additional services requested by any person in the Seattle District office, orally or in writing, which is considered to be a change in the work or services required by this contract. Any alteration of this work order requiring an adjustment in the contract price shall be made after the Contractor has made a proposal to the Contracting Officer Representative (COR), negotiated a mutually satisfactory fee, and received a written notice to proceed.

5.0 GENERAL REQUIREMENTS

5.1 Project Manager

Following award of the contract, the Contractor shall designate a project manager. The project manager is responsible for maintaining coordination and execution of the contract. Changes in the designated project manager can only be made upon prior approval of the COE Project Manager/POC. The project manager shall have the experience and capability to:

- a) Be responsible for the supervision of work and overall quality; and
- b) Serve as liaison between the Contract Laboratory and the COE POC for all work required under this contract.

5.2 Contracting Officer Representative

The Contracting Officer for the Government will designate a Contracting Officer Representative (COR) who will provide the liaison, supply Government-furnished data, and forward any necessary documents. Contract laboratory interpretation and associated guidance and direction from the Government shall not be official unless specifically authorized by the COR (or the CO). The COR will seek timely progress of the work and its satisfactory completion. One or more authorized technical representatives of the contracting officer may be designated to monitor the Contract Laboratory's performance, verify compliance with contract specifications, and provide technical support to the COR.

6.0 TECHNICAL POINTS OF CONTACT

Sarah Bates

206-764-3521

cell: 206-794-7223

4735 East Marginal Way South

Seattle, WA 98134

sarah.j.bates@usace.army.mil

7.0 PUBLIC AFFAIRS

The Contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. Reports and data produced under this contract shall become the property of the Government and distribution to any other person or organizations by the Contractor is prohibited, unless authorized by Contracting Officer Representative (COR). The Contractor shall direct all questions from the public and media to the COR.

8.0 PAYMENT

Payments shall be made in accordance with the payments clause of the base contract. It is requested that a signed copy of the invoice be sent to the COR, along with a brief summary of the activities accomplished in the payment period.

9.0 SCHEDULE

The Contractor shall furnish sufficient technical, supervisory and administrative personnel to ensure completion of the work in accordance with the following schedule. The Contractor shall keep the Corps Contracting Officer fully advised at all times concerning delays or difficulties of which may prevent completion of any or all of the work according to the schedule. Review and approval dates are approximate based on the present project schedule. All days are given in calendar days (CD).

Activity	Completed
Notice to Proceed (NTP)	
Sample Analysis	60 Days from NTP
Final Data Package	30 Days from Sample Receipt
Contract Complete	120 Days from NTP

ANALYTICAL METHOD	MATRIX	NUMBER OF FIELD SAMPLES (F= Field; RI= Rinsate ¹ ; TB= Trip Blank; PE=Performance Evaluation)					CONTAINER, PRESERVATION
		F	QC	PE	TB	TOTAL	
PAHs and PCP by USEPA Method 8270C	Soil	29	3	1	-	33	1-8 oz glass jar with PTFE sealed cap Cool to 4°C. 14/40 day holding time (extraction/analysis)
Number of Containers		33*	3	1	-	37	
PAHs and PCP by USEPA Method 8270C	Sediment	6	1	-	-	7	1-8 oz glass jar with PTFE sealed cap Cool to 4°C. 14/40 day holding time (extraction/analysis)
Number of Containers		8*	1	-	-	9	
PAHs and PCP by USEPA Method 8270C	Water	6	1	-	-	8	1-1 Liter Amber Glass Jar Cool to 4°C. 7 day holding time.
Number of Containers		8*	1	-	-	9	
VOCs by Method 8260B	Soil	29	3	-	-	32	3-Encore samplers Cool to 4°C. Same day holding time w/out preservative.
Number of Containers		99*	9	-	-	108	
VOCs by Method 8260B	Sediment	3	1	-	-	4	3-Encore samplers Cool to 4°C. Same day holding time w/out preservative.
Number of Containers		15*	3	-	-	18	
VOCs by Method 8260B	Water	6	1	-	3	10	2-VOA vials. HCl to pH<2 Cool to 4°C. 14 day holding time.
Number of Containers		16*	2	-	6	24	
Metals by Method 6020	Soil	29	3	1	-	33	1-4 oz Glass or Plastic container Cool to 4°C. 180 day holding time.
Number of Containers		33*	3	1	-	37	
Metals by Method 6020	Sediment	6	1	-	-	7	1-4 oz Glass or Plastic container Cool to 4°C. 180 day holding time.
Number of Containers		8*	1	-	-	9	
Metals by Method 6020	Water	6	1	-	-	7	1-500 mL Glass or Plastic Container HNO3 to pH<2 180 day holding time
Number of Containers		8*	1	-	-	9	
NWTPH-Dx	Soil	29	3	-	-	32	1-9 oz Glass jar with PTFE seal. Cool to 4°C. 14 day holding time.
Number of Containers		33*	3	-	-	36	
NWTPH-Dx	Sediment	6	1	-	-	7	1-9 oz Glass jar with PTFE seal. Cool to 4°C. 14 day holding time.
Number of Containers		8*	1	-	-	9	

ANALYTICAL METHOD	MATRIX	NUMBER OF FIELD SAMPLES (F= Field; RI= Rinsate ¹ ; TB= Trip Blank; PE=Performance Evaluation)					CONTAINER, PRESERVATION
		F	QC	PE	TB	TOTAL	
NWTPH-Dx	Water	6	1	-	-	7	1-1 L Amber Glass jar HCl to pH<2 Cool to 4°C. 7 day holding time.
Number of Containers		8*	1	-	-	9	
NWTPH-Gx	Soil	29	3	-	-	32	1-2 oz glass jar with PTFE seal. Cool to 4°C. 14 day holding time.
Number of Containers		33*	3	-	-	36	
NWTPH-Gx	Sediment	6	1	-	-	7	1-2 oz glass jar with PTFE seal. Cool to 4°C. 14 day holding time.
Number of Containers		8*	1	-	-	9	
NWTPH-Gx	Water	6	1	-	-	7	2-VOA vials HCl to pH<2 Cool to 4°C. 14 day holding time.
Number of Containers		16*	2	-	-	18	
PCBs by Method 8082	Soil	9	1	-	-	10	1-9 oz Glass jar with PTFE seal Cool to 4°C. 14 day holding time.
Number of Containers		11*	1	-	-	12	
PCBs by Method 8082	Sediment	6	1	-	-	7	1-9 oz Glass jar with PTFE seal Cool to 4°C. 14 day holding time.
Number of Containers		8*	1	-	-	9	
PCBs by Method 8082	Water	6	1	-	-	7	2-1 Amber Glass container Cool to 4°C. 7 day holding time.
Number of Containers		16*	2	-	-	18	
Mercury by Method 7470	Soil	26	3	-	-	29	1-4 oz glass or plastic container. Cool to 4°C. 28 day holding time.
Number of Containers		30*	3	-	-	33	
Mercury by Method 7470	Sediment	6	1	-	-	7	1-4 oz glass or plastic container. Cool to 4°C. 28 day holding time.
Number of Containers		8*	1	-	-	9	
Mercury by Method 7471	Water	6	1	-	-	7	1-250 mL HDPE HNO ₃ to pH<2. 28 day holding time.
Number of Containers		8*	1	-	-	9	
TOC by Method 9060	Soil	29	3	-	-	32	1-4 oz Glass jar Cool to 4°C. 14 day holding time.
Number of Containers		29	3	-	-	32	

ANALYTICAL METHOD	MATRIX	NUMBER OF FIELD SAMPLES (F= Field; RI= Rinsate ¹ ; TB= Trip Blank; PE=Performance Evaluation)					CONTAINER, PRESERVATION
		F	QC	PE	TB	TOTAL	
TOC by Method 9060	Sediment	6	1	-	-	7	1-4 oz Glass jar Cool to 4°C. 14 day holding time.
Number of Containers		6	1	-	-	7	

Table 2. Sample Analysis Summary

* Additional volume added for 5% matrix spike/matrix spike duplicate.

¹ Rinsate Blanks apply to decontaminated soil sampling equipment.

NOTE: Field Soil samples include contingency samples.

Table 3.

Measurement

Quality Objectives

Method	Matrix	LCS Control Limits(% recovery)		MS/MSD Control Limits			Surrogate Recovery		Sensitivity (Reporting Limit)	Initial Calibration	ICV	CCV	Method Blank
		LCL	UCL	LCL	UCL	RPD	LCL	UCL					
Frequency		1 per batch		1 per batch			every field and qc sample						1 per batch
PAHs & PCP by Method 8270C	Soil					60%	45%		See Table 3-8	r=0.995, 15% RSD	70%-130%	20% D	analyte<one-half MRL
	Water	60%	120%	45%	135%	50%	45%	135%					
Metals by Method 6020	Soil									r=0.995, +/- 20%			analyte<one-half MRL
	Water	80%	120%	75%	125%	25%							
VOCs by Method 8260	Soil	75%	125%							r=0.995, 15% RSD	80% - 120%	20% D	analyte<one-half MRL
	Water	80%	120%	70%	130%	30%	70%	130%					
NWTPH-Dx	Soil					60%	45%			r=0.995, 15% RSD	70%-130%	20% D	analyte<one-half MRL
	Water	60%	120%	45%	135%	50%	45%	135%					
NWTPH-Gx	Soil	75%	125%							r=0.995, 20% RSD	85% - 115%	15% D	analyte<one-half MRL
	Water	80%	120%	70%	130%	30%	70%	130%					
PCBs by Method 8082	Soil	50%	130%	40%	140%	50%	40%	140%		r=0.995, 20% RSD	85% - 115%	15% D	analyte<one-half MRL

Table 3.
Measurement
Quality Objectives

Method	Matrix	LCS Control Limits(% recovery)		MS/MSD Control Limits			Surrogate Recovery		Sensitivity (Reporting Limit)	Initial Calibration	ICV	CCV	Method Blank
		LCL	UCL	LCL	UCL	RPD	LCL	UCL					
	Water												
Mercury by Method 7470/7471	Soil												
	Water	80%	120%	80%	120%	20%				r=0.995	90% - 110%	20% D	analyte<one-half MRL
TOC by Method 9060	Soil				80%	120%	20%					20%	analyte<one-half MRL

LCS - Laboratory Control Sample

MS/MSD Matrix Spike/Matrix Spike Duplicate

ICV - Initial Calibration Verification

CCV - Continuing Calibration Verification

LCL - Lower Control Limit

UCL - Upper Control Limit

RPD - Relative Percent Difference

% R - Percent Recovery

% D - Percent Difference

Attachment 1 Requirements for Data Deliverables

The data shall be a fully validatable data package containing sufficient information to completely reconstruct the analyses that were performed. It shall include all batch QC results, instrument QC results (e.g., initial calibration verification and continuing calibration verification), method detection limit studies, and raw data (e.g., run logs, sample preparation logs, standard preparation logs, and printed instrumental output such as chromatograms).

The data package shall also include a cover sheet, Table of Contents, case narrative, the analytical results, sample documentation information, and internal laboratory QC/QA information.

1) Cover Sheet. The cover sheet shall specify the following information:

- name and location of laboratory
- contract number
- project name and site location
- statement of data authenticity and official signature of release.

2) Table of Contents. The data package shall be organized in a format that allows for easy ID and retrieval of information. An index and/or table of contents shall be included for this purpose.

3) Case Narrative. A case narrative shall be included in each report, outlining any problems with analysis. The case narrative shall also list all methods used. The case narrative shall contain a table correlating field sample numbers and laboratory sample numbers, and indicate which analytical test methods were performed. Samples that were received but not analyzed shall also be identified. Extractions or analyses that are performed out of holding times should be appropriately noted. The case narrative shall define all data qualifiers or flags. Deviations of QC sample results from laboratory acceptance limits shall be noted and associated corrective actions taken by the laboratory shall be addressed. Any other factors that could affect the sample results (e.g., air bubbles in VOC sample vials, inappropriate sample temperature, pH, container type or volume, etc.) shall be discussed.

4) Analytical Results. The results for each sample shall contain the following information at a minimum:

- project name and unique ID number
- field sample ID number as written on custody form
- laboratory name and location (city and state)
- laboratory sample ID number
- preparation and analysis batch numbers
- date sample collected
- date sample received
- date sample extracted or prepared
- date sample analyzed
- analysis time when holding time is less than forty-eight hours

- method numbers for all preparation and cleanup procedures
- analysis procedure including method numbers
- analyte or parameter
- detection limits (DL)-Estimated sample detection limits based on method detection limits adjusted for sample-specific factors (e.g., aliquot size, dilution or concentration factors, moisture content of a soil or sediment)
- quantitation limits (QL)
- analytical results with correct number of significant figures (results for solid matrices should be reported on a dry weight basis)
- concentration units
- dilution factor: All reported data shall reflect any dilutions and/or concentrations. The dilution factor, if applicable, shall be noted on the analytical report. If dilution is required for organic analytes, data from both runs shall be recorded and reported.
- matrix (soil, water, etc.)
- percent moisture or percent solids
- chromatograms
- sample aliquot analyzed
- final extract volume
- sample preservation

5) Lower Limit Reporting. The laboratory may use a reporting limit (RL) expressed in terms of DL, QL, regulatory action level, or project-specific threshold limit, however the laboratory's use of these terms must be well defined. In addition, if the non-detect "ND", "U", "<", or other lower limit reporting convention is used, then these terms must also be defined.

6) Sample Documentation. Original CoC record, shipping documents, and sample cooler receipt forms shall be attached to each data package.

7) QC/QA Information. The minimum data package must include internal laboratory QC/QA data with their respective acceptance criteria. The data package shall also include the laboratory's method detection limits for project-specific parameters. The data package shall correlate the method QC data with the corresponding environmental samples on a per batch basis. Method QC data include all spike recoveries, including surrogate spike recoveries; all measures of precision, including relative percent difference (RPD); and all control limits for accuracy and precision. This would include laboratory performance information such as results for method blanks (MBs), recoveries for Laboratory Control Standard (LCS) and Laboratory Control Standard Duplicate (LCSD), RPD for LCS/LCSD pairs, and recoveries for QC sample surrogates; and matrix-specific information such as sample duplicate RPDs, MS and MSD recoveries, MS/MSD RPDs, and field sample surrogate recoveries, serial dilutions, and pot-digestion spikes. At a minimum, internal QC samples shall be analyzed and reported at rates specified in the specific methods or as specified in the contract, whichever is greater. Any deviations from the control limits shall be noted. For example, the data package shall document the matrix spike (MS) and duplicate spike level, the MS and duplicate spike sample result, the percent recovery of the MS and duplicate, the respective RPD, and the acceptance criteria for spike recovery and RPD.

CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	OCT 2000
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
252.204-7004	Required Central Contractor Registration	NOV 2001

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a

decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products

manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and () are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9.

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX ___ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (MAY 2002) of 52.225-3.

___ (iii) Alternate II (MAY 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX ____ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

XX ____ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX ____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

XX ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the

settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://www.farsite.hill.af.mil>
<http://www.dtic.mil/dfars>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

____ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

____ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

_____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

_____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (_____Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

_____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

_____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_____ 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

_____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (_____Alternate I) (MAR 2000) (_____Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

_____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)